



MEMORANDUM OF UNDERSTANDING
GA-PRT-DIS
October 30, 2009

1. PURPOSE

This Memorandum of Understanding (MOU) is made and entered into by and between the *Department of General Administration* (GA) the *Department of Printing* (PRT), and the *Department of Information Services* (DIS) (collectively "the Parties" or "the Agencies"), to document specific areas of partnership and agreement reached to provide statewide leadership and support in the development, procurement, implementation, and administration of statewide contracts for Managed Print Services. The Agencies recognize that it is in the best interests of the State for them to combine authorities, skills, expertise and effort as appropriate to implement Managed Print Services for Washington State customers, which include public entities across the state. The scope of this MOU specifically does not include the lease, rental, or purchase of printing equipment.

2. BACKGROUND

GA has contracted for the purchase, rental, or lease of copiers, fax machines, and multi-function devices (MFDs) for many years, under the purchase authority of RCW 43.19 for goods and services. These contracts have included service capabilities, such as installation, maintenance and analysis of the agency's print resources. The current multi-function devices contract was recently extended through April 1, 2011.

PRT has authority under RCW 43.78 to provide printing services and supplies for the state or to secure those services and supplies from private sources if more economical to do so. In addition, PRT has the authority to procure personal services for print assessment services and provide recommendations on how state agencies can best meet the printing and copying needs of a particular agency, through delegated authority from the Office of Financial Management (OFM), under RCW 39.29.

DIS offers information services performed under the authority of RCW 43.105.052, including but not limited to telecommunications services, mainframe computing services, IT equipment acquisition, and office automation services. This authority allows DIS to offer contracts for printers, copiers, and multi-function devices (MFDs). It also allows DIS to offer IT Services Production Print Operations, defined as printed output that requires dedicated operators to handle the processing, printing, and distribution of printed output.

Because of the manufacturing and industry trend of incorporating information technology features into print-related products and services, the lines between purchasing authorities and agency expertise often overlap.

The Parties currently have the following Memoranda of Understanding in place:

- a. Between DIS and GA, dated August 2, 2004. There are no amendments or addenda to this MOU.
- b. Between GA and PRT, dated October 13, 2005. There are no amendments or addenda to this MOU.
- c. Between DIS and PRT, dated November 15, 2005. One addendum, dated October 3, 2005, has been incorporated into this MOU.

Participation in this three-party MOU, dated October 30, 2009, is not intended to modify or replace any existing MOU between GA and PRT. This MOU will replace the existing MOU between GA and DIS, dated August 2, 2004. GA and DIS will coordinate to resolve any overlap between the respective contracts. This MOU will not replace the existing MOU between DIS and PRT dated November 15, 2005.

For purposes of this MOU, Managed Print Services is defined as follows:

The management discipline of understanding total cost of ownership for an organization's entire scope of printing resources and using that knowledge to make informed decisions and effective use of all printing resources which includes but is not limited to copiers, printers, faxes, and off-site commercial printing. It is the management of these resources as an asset and employing best practices.

As a service, Managed Print (Services) is a model in which office printing capability is provided at a fixed cost per copy. This is not an equipment-based contract, but rather a service in which the provider is fully responsible for the required printing functionality.

The provider has control over placement of devices and make/model mix, which encourages the least number of devices, as well as the most cost-effective mix of devices. The provider is responsible for preventable downtime such as "toner out", which ensures peak performance of the print equipment.

The three agencies have jointly defined office printing capability as a service:

- As opposed to equipment purchase*
- With products printed on-site in close proximity to originating office*
- With provider-owned print devices, both networked and standalone*
- Including office class devices rated less than 125 pages per minute*
- Using cut sheet paper only*
- Not requiring dedicated staff as operators*
- Not to include offset printing*
- Providing on-demand convenience printing for the office environment*
- Providing both black and white, and color documents*

3. AUTHORITY

This MOU combines the authority of the three agencies for the implementation of Managed Print Services contracting for the State of Washington.

a. Department of General Administration

RCW 43.19.190 authorizes the Director of GA, through the state purchasing and control director, to purchase all materials, supplies, services, and equipment needed for the support, maintenance, and use of all state institutions, colleges, community colleges, technical colleges, college districts, and universities, the offices of the elective state officers, the supreme court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state.

WAC 236-48 sets forth rules and regulations applicable to the purchase or sale of goods and services by, through, or under authority delegated by the Department of General Administration, Office of State Procurement.

WAC 236-49 outlines the purchasing structure within the state of Washington and to identify the responsibilities of, and relationships between, those purchasing activities.

b. Department of Printing

RCW 43.78.110 states that the State Printer is authorized to use its judgment in determining when certain printing, ruling, binding, or supplies can be secured from private sources more economically than by doing the work or preparing the supplies in the state printing plant and has the authority to obtain such work or supplies from such private sources.

The State Printer has been granted authority, by the Office of Financial Management (OFM) under RCW 39.29, to award master personal services contracts for print assessment services and provide recommendations on how state agencies can best meet the printing and copying needs of a particular agency.

c. Department of Information Services

RCW 43.105.032 created the Information Service Board (ISB). RCW 43.105.041 states that the ISB has powers and duties related to information services to develop standards and procedures governing the acquisition of equipment, software, and purchased services, and to delegate that authority to other agencies under appropriate standards.

RCW 43.105.052 states that DIS shall perform all duties and responsibilities the board delegates to the department. DIS shall make available information services to state agencies and local governments and public benefit nonprofit corporations on a full cost-recovery basis. These services may include, but are not limited to:

- (a) Telecommunications services for voice, data, and video;
- (b) Mainframe computing services;
- (c) Support for departmental and microcomputer evaluation, installation, and use;
- (d) Equipment acquisition assistance, including leasing, brokering, and establishing master contracts.

4. SPECIFIC PRINCIPLES

GA, PRT, and DIS recognize that their respective legislative authorities appear to overlap with respect to many of the component aspects of the type of service acquisition described in this MOU. All three agencies have adopted policy statements to clarify how each individual agency interprets their respective statutory authority and the use of that authority to cooperatively work together to provide Managed Print Services for the State. Additionally, GA and DIS will coordinate to resolve any overlap between their respective contracts.

5. KEY RESPONSIBILITIES

Under the authority of this MOU, the parties agree to the following:

PRT will establish and manage competitive contracts for the State of Washington for the purchase of Managed Print Services. Under its statutory authority and that authority delegated to it, PRT will provide print assessment services to state agencies and make recommendations regarding office printing capability pursuant to managed print principles.

GA will establish and manage a competitive contract for the State of Washington for the purchase and rental of digital black-and-white and color copiers, Multifunction Devices (MFDs), facsimile machines, and related document equipment, supplies and services.

DIS will provide information technology related acquisitions and services to authorized State and Local customers, under the authority delegated by the ISB.

PRT, DIS and GA agree to coordinate purchasing activities related to the acquisition of the equipment and services which are the subject of this agreement, namely print devices and Managed Print Services, to ensure that there is clarity for both the vendors and customers where products or services appear to overlap. Specifically, GA, PRT, and DIS will work collaboratively to resolve contractual overlaps.

PRT, DIS and GA hereby designate the following representatives to be the primary point of contact for each agency for activities under this MOU.

PRT MOU Representative:

Pam Derkacht

Mailing Address:

PO Box 798
Olympia, WA 98507-0798

Phone: 360- 570-5078

Fax: 360-586-2986

E-mail: PamD@prt.wa.gov

DIS MOU Representative:

Roland Rivera

Mailing Address:

P.O. Box
Olympia, WA

Phone: 360-902-3335

Fax: 360-902-3453

E-mail: roland.rivera@dis.wa.gov

GA MOU Representative:

Christine Warnock

Mailing Address:

PO Box 41017
Olympia, WA 98504

Phone: 360-902-7417

Fax: 360-586-2426

E-mail: cwarnoc@ga.wa.gov

6. DISPUTE RESOLUTION

In the event that a dispute arises under this MOU, it shall be determined by a Dispute Board in the following manner: Each party to this MOU shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, MOU terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, any party may request intervention by the Governor, as provided in RCW 43.17.330, in which event the Governor's process will control.

7. REVIEW AND AMENDMENTS:

This MOU may be reviewed upon request of any party and may be updated, refined, or amended as needed, in a writing signed by all parties.

8. TERM:


This agreement will become effective upon signature by the parties and will remain in full effect until dissolved in writing. Any party may request modification or termination upon written notice to the other parties.

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Approved
State of Washington
Department of
General Administration

Approved
State of Washington
Department of
Information Services

Approved
State of Washington
Department of
Printing


Signature

Linda Villegas Bremer

Director


Date 30 Oct 09


Signature

Tony Tortorice

Director

Date 30 Oct 09


Signature

Jean-Luc Devis

Director

10/30/09

Date

Approved as to Form
State of Washington
Office of the Attorney General


Signature

Kyle J. Crews
Print or Type Name

Assistant Attorney General

Title
Date 11/03/09

